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February 15, 2017

VIA ECF

Hon. Gregory H. Woods United States District Court Southern District of New York Thurgood Marshall United States Courthouse 40 Foley Square New York, NY 10007

Bazan, et al. v. Best Thai on Grammercy, et al.

Civil Case No.: 15-CV-04830-GHW

Dear Judge Woods:

Re:

Plaintiffs' counsel submits this letter in regards to Defendants' breach of contract as to multiple default settlement payments. On July 8, 2016, our office submitted a revised settlement agreement. [Docket 40]. Attached hereto as Exhibit A is the settlement agreement signed by all parties stipulating that Defendants agree to pay a total gross settlement in the amount of One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00).

On July 13, 2016, it was stipulated that the above referenced action would be discontinued with prejudice and without any costs to any party. [Docket 41]. Since then Defendants have only delivered the initial payment in the amount of Eighteen Thousand Dollars and Zero Cents (\$18,000.00). Further, paragraph 1 section b. specifies that Defendants shall pay the remaining One Hundred Sixty Two Thousand Dollars and Zero Cents (\$162,000.00) in twenty (20) consecutive monthly payments. Attached hereto is Exhibit B, which displays all

Case 1:15-cv-04830-GHW Document 42 Filed 02/15/17 Page 2 of 2

previous conversations via electronic mail, sent to Defendants' counsel Eric Li requesting status of payments.

On behalf of our clients, we are respectfully requesting a telephone conference in order to take further steps in resolving this matter. Furthermore,

Thank you for your consideration in this matter.

Respectfully Submitted,

Lizabeth Schalet, Esq.